

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA**

<b>MARLIN E. JONES,</b>	)	<b>CASE NO. 7:09CV5012</b>
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>MEMORANDUM</b>
	)	<b>AND ORDER</b>
<b>JONATHAN J. BLUM,</b>	)	
	)	
<b>Defendant.</b>	)	

This matter is before the court on its own motion. On February 17, 2010, the court entered a Memorandum and Order stating its concerns regarding whether subject-matter jurisdiction in this court is proper. (Filing No. [12](#).) The court permitted Plaintiff the opportunity “to file sufficient evidence with the court showing that the amount in controversy is greater than \$75,000.00, the jurisdictional amount.” (*Id.* at CM/ECF p. 4.) On February 24, 2010, Plaintiff filed a Response to the court’s February 17, 2010, Memorandum and Order. (Filing No. [13](#).)

In his Response, Plaintiff does not even attempt to support his allegations relating to the amount in controversy requirement. Rather, Plaintiff argues the merits of his Complaint, attacks Defendant’s character,<sup>1</sup> accuses the court of bias, and requests the appointment of counsel. (*Id.*) The court gave Plaintiff the opportunity to show that subject-matter jurisdiction in this court is proper. However, Plaintiff elected not to do so.

IT IS THEREFORE ORDERED that:

1. Plaintiff’s Complaint (Filing No. [1](#)) is dismissed without prejudice because this court lacks subject-matter jurisdiction.

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<sup>1</sup>For instance, Plaintiff states, “[i]n the present case, Defendant, Blum, is an unmitigated lying bastard.” (Filing No. [13](#) at CM/ECF p. 2.)

2. A separate judgment will be entered in accordance with this Memorandum and Order.

DATED this 26<sup>th</sup> day of February, 2010.

BY THE COURT:

s/Laurie Smith Camp  
United States District Judge

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